

15. Client represents and warrants to CONSUMER SALES SOLUTIONS, INC., that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONSUMER SALES SOLUTIONS, INC., under this agreement. Client further represents and warrants to CONSUMER SALES SOLUTIONS, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

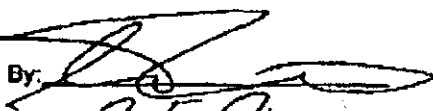
Notice to CSS:
CONSUMER SALES SOLUTIONS, INC.
537 Douglas Ave, Suite 1
Dunedin, FL 34698

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

17. It is expressly understood that CONSUMER SALES SOLUTIONS, INC., is an independent contractor and that no employment relationships exist between CONSUMER SALES SOLUTIONS, INC., and Client. Accordingly, Client and CONSUMER SALES SOLUTIONS, INC., shall have no liability whatever with respect to any employee of the other party.

18. CONSUMER SALES SOLUTIONS, INC., agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CONSUMER SALES SOLUTIONS, INC., will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:
CONSUMER SALES SOLUTIONS, INC.

By: 
Title: CEO
Date: 1-16-02

ACCEPTED AND AGREED TO:
SANTANNA ENERGY SERVICES

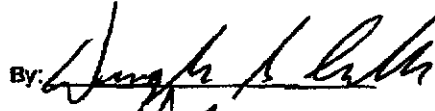

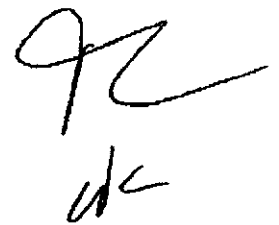
By: 
Title: 
Date: 1/16/02

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$30.00 per account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CONSUMER SALES SOLUTIONS, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CONSUMER SALES SOLUTIONS, INC., representative will secure an agreement by the customer to participate in the program with SES. CSS will capture the customer's Nicor Gas account number/s and meter numbers, or the residential telephone number and last 4 digits of the social security number of the person that set up the gas account in the residence, contact name, address, home phone number, fax number, email address (if customer will provide) and a transcribable time and date stamped taped confirmation of said agreement. CSS shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to CSS to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.

A \$5.00 per accepted account bonus will be paid on all accounts if over each new 30 day period from the LDC start of the program, the total exceeds 8,000 LDC accepted accounts.

Handwritten signature and initials, possibly "JC" and "dc", in the bottom right corner.

TELEMARKETING AGREEMENT

between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., (CASA) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8th day of April 2002, between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., ("Company"), 1704 Clearwater Largo Rd, Suite A-1, Clearwater FL 33756, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., agrees to perform telemarketing services on the following terms and conditions:

1. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CASA will only telemarket for a competitor of Client's in this marketplace in a physically separate location while telemarketing for Client.
2. The telemarketing program shall consist of outbound calling into the Peoples and North Shore Gas service area to commercial/industrial (C&I) customers.
3. Client will provide leads for outbound calling to C&I prospects. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2002, and will continue indefinitely.
5. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 9 a.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday, other times may be added considering workflow. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing. Each weekly invoice will have 15% held back for reconciliation of rejects and cancellations. A monthly reconciliation will be prepared to true up all payments.
7. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CASA will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CASA will refund SES for taped confirmations that are not transcribable.
10. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., by Client for the services rendered. In no event shall CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC.
11. This agreement will be binding upon CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client only when signed by a duly authorized officer of CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.
15. Client represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that Client is fully authorized to provide the products and/or services being offered to the

SES ICC 395



04/10/2002 15:17 7277481546

JIM MATHERS

PAGE 04

prospects pursuant to the solicitations to be made by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., under this agreement. Client further represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to CASA:
Customer Acquisition Specialists of
America, Inc.
1704 Clearwater Largo Road
Suite A-1
Clearwater, FL 33764

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste 332
Austin, TX 78731

17. It is expressly understood that CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., is an independent contractor and that no employment relationships exist between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client. Accordingly, Client and CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall have no liability whatever with respect to any employee of the other party.
18. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:

CUSTOMER ACQUISITION SPECIALISTS
OF AMERICA, INC.,

By: Title: PresidentDate: 4-10-02**ACCEPTED AND AGREED TO:**

SANTANNA ENERGY SERVICES

By: Title: V.P.Date: 4/10/02

SES ICC 396

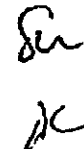


EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$65.00 per C&I account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., representative will secure an agreement by the customer to participate in the program with SES. CASA will capture the customer's Peoples and North Shore Gas account number/s and meter number/s, contact name, address, phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. CASA shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations and who have multiple Peoples and North Shore Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be made for accounts for which SES has received notification from Peoples and North Shore Gas of the account acceptance into the Choices for You Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Peoples and North Shore Gas will be returned to CASA to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, the account will not be eligible for payment and SES has no further liability to Company related to this account.

C&I - ar
Res - ar
Res - SN

(Buy Mac)

TELEMARKETING AGREEMENT

between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., (CASA) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 9 January 2002, between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., ("Company"), 1704 Clearwater Largo Rd, Suite A-1, Clearwater FL 33756, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., agrees to perform telemarketing services on the following terms and conditions:

1. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CASA will only telemarket for a competitor of Client's in this marketplace in a physically separate location while telemarketing for Client. CASA currently has a contract in place with ~20,000 C&I Nicor Gas leads.
2. The telemarketing program shall consist of outbound calling into the Nicor Gas service area to a commercial/industrial (C&I) and a small (100,000) residential prospect database, and receive inbound calls from residential prospects for the purpose of converting them to Clients program and obtaining certain information.
3. Client will provide leads for outbound calling to C&I and residential prospects. Leads will provide name of prospect, address and telephone number.
4. Outbound and inbound calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 9 a.m. and 9 p.m. CST, Monday -Friday, and 10 a.m. and 4 p.m. CST on Saturday, other times may be added considering workflow. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing. Each weekly invoice will have 15% held back for reconciliation of rejects and cancellations. A monthly reconciliation will be prepared to true up all payments.
7. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CASA will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CASA will refund SES for taped confirmations that are not transcribable.
10. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., by Client for the services rendered. In no event shall CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC.
11. This agreement will be binding upon CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client only when signed by a duly authorized officer of CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

Signature
H/L

15. Client represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., under this agreement. Client further represents and warrants to CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to CASA:
Customer Acquisition Specialists of
America, Inc.
1704 Clearwater Largo Road
Suite A-1
Clearwater, FL 33764

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste 332
Austin, TX 78731

17. It is expressly understood that CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., is an independent contractor and that no employment relationships exist between CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., and Client. Accordingly, Client and CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., shall have no liability whatever with respect to any employee of the other party.

18. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:

**CUSTOMER ACQUISITION SPECIALISTS
OF AMERICA, INC.,**

By: 

Title: Santanna Energy Services President

Date: 1-16-02

ACCEPTED AND AGREED TO:

SANTANNA ENERGY SERVICES

By: 

Title: V.P.

Date: 1/12/12

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$25.00 per residential account submitted* \$65.00 per C&I account submitted*
Faxing of Customer information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CUSTOMER ACQUISITION SPECIALISTS OF AMERICA, INC., representative will secure an agreement by the customer to participate in the program with SES. CASA will capture the customer's Nicor Gas account number/s and meter number/s (**For a residential only**), if the customer does not have the Nicor account numbers and meter numbers available, then CASA will secure the residential telephone number and last 4 digits of the social security number of the person that set up the Nicor gas account in the residence.), contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. CASA shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations and who have multiple Nicor Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to CASA to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.



SES ICC 401

Apr 10 02 03:44p

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P.2

Ref only

TELEMARKETING AGREEMENT

between ECOM SUPPORT CENTERS, INC., (ECOM) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8th Day of April 2002, between ECOM SUPPORT CENTERS, INC., ("Company"), 1650A Gum Branch Rd, Jacksonville, NC 28540 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78781 under which ECOM SUPPORT CENTERS, INC., agrees to perform telemarketing services on the following terms and conditions:

1. ECOM SUPPORT CENTERS, INC., shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. ECOM will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Peoples and North Shore Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2002, and will continue indefinitely.
5. ECOM SUPPORT CENTERS, INC., shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for ECOM SUPPORT CENTERS, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. ECOM SUPPORT CENTERS, INC., Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including but not limited to, names, lists, and telephone numbers.

Apr 10 02 03:44p

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. ECOM will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database with details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. ECOM will refund \$1.00 for taped confirmations that are not transcribable.
10. ECOM SUPPORT CENTERS, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid ECOM SUPPORT CENTERS, INC., by Client for the services rendered. In no event shall ECOM SUPPORT CENTERS, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by ECOM SUPPORT CENTERS, INC.
11. This agreement will be binding upon ECOM SUPPORT CENTERS, INC., and Client only when signed by a duly authorized officer of ECOM SUPPORT CENTERS, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and ECOM SUPPORT CENTERS, INC., with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to ECOM SUPPORT CENTERS, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by ECOM SUPPORT CENTERS, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to Client approved scripts and not deviate in a manner that alters the authorized offer. ECOM SUPPORT CENTERS, INC., shall monitor and assure that the representations of its staff to prospective Clients, and all others, are accurate representations of the program furnished and approved by Santanna.

Apr 10 02 03:44p

910 455 1937

P. 4

15. Client represents and warrants to ECOM SUPPORT CENTERS, INC., that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by ECOM SUPPORT CENTERS, INC., under this agreement. Client further represents and warrants to ECOM SUPPORT CENTERS, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.


Notice to ECOM:
ECOM SUPPORT CENTERS, INC.
1650A Gum Branch Rd
Jacksonville, NC 28540

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

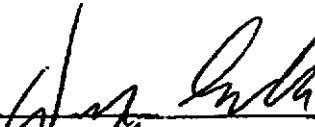

17. It is expressly understood that ECOM SUPPORT CENTERS, INC., is an independent contractor and that no employment relationships exist between ECOM SUPPORT CENTERS, INC., and Client. Accordingly, Client and ECOM SUPPORT CENTERS, INC., shall have no liability whatever with respect to any employee of the other party.

18. ECOM SUPPORT CENTERS, INC., agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. ECOM SUPPORT CENTERS, INC., will format all data used in the project and transmit to Client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:
ECOM SUPPORT CENTERS, INC.

By: 
Title: Vice President Sales
Date: 4/10/02

ACCEPTED AND AGREED TO:
SANTANNA ENERGY SERVICES

By: 
Title: 
Date: 4/10/02

Apr 10 02 03:44p

910 455 1837

P.5

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$30.00 per account submitted
Faxing of Customer Information	No charge
List Purchase	To be provided BY Client
Training	Included
Transportation	At ECOM SUPPORT CENTERS, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The ECOM SUPPORT CENTERS, INC., representative will secure an agreement by the customer to participate in the program with SES. ECOM will capture the customer's Peoples and North Shore Gas account number/s and meter numbers, contact name, address, home phone number, and a transcribable time and date stamped taped confirmation of said agreement. ECOM shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be made for accounts for which SES has received notification from Peoples and North Shore Gas of the account acceptance into the Residential Choices For You Program. Accounts that cancel within 30 days of submittal will not be eligible for payment. SES will inform ECOM of any rejected accounts within 48 hours of submission by ECOM if submitted by 12 noon and exceptions for weekends and Holiday's. Accounts initially rejected by Peoples and North Shore Gas will be returned to ECOM to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, account will not be eligible for payment and SES has no further liability to Company related to this account.

Jan 17 02 03:04p

910 455 1937

P.2

*Harlan J. Jr.
Kelley Murphy*

Desi - JST

*SWP
MAC*

TELEMARKETING AGREEMENT

between ECOM SUPPORT CENTER, INC., (ECOM) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 4 January 2002, between ECOM SUPPORT CENTERS, INC., ("Company"), 1650A Gum Branch Rd. Jacksonville, NC 28540 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731. Under which ECOM SUPPORT CENTERS, INC., agrees to perform telemarketing services on the following terms and conditions:

1. ECOM SUPPORT CENTERS, INC. shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. ECOM will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Nicor Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. ECOM SUPPORT CENTERS, INC. shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for ECOM SUPPORT CENTERS, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Company and Client agree to a trial period of 30 calendar days from the official LDC beginning of the program. The hours of operation will be as stated in this agreement. The rate will be \$20 per hour, and 10 Company reps will work the program. A time log will be provided to Client of the staff members on the program. After the trial period is completed, Company and Client will mutually agree upon a fee per account submitted. Client will receive billing BI-weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. ECOM SUPPORT CENTERS, INC. Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

*6:01 PM \$30/Account
APC 2/1/02
with new rates*

2/2/02

2/1 2/2/02

*1/22 1/22
x 26 people*

*1/22
x 26 people
\$1/22 total*

SES ICC 406

Jan 17 02 03:04p

910 455 1937

p.3

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. ECOM will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database the details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. ECOM will refund \$5 for taped corrections that are not transcribable.
10. ECOM SUPPORT CENTERS, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid ECOM SUPPORT CENTERS, INC., by Client for the services rendered. In no event shall ECOM SUPPORT CENTERS, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of time, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by ECOM SUPPORT CENTERS, INC.
11. This agreement will be binding upon ECOM SUPPORT CENTERS, INC., and Client only when signed by a duly authorized officer of ECOM SUPPORT CENTERS, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and ECOM SUPPORT CENTERS, INC. with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted to Client.
14. Client represents and warrants to ECOM SUPPORT CENTERS, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by ECOM SUPPORT CENTERS, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to Client approved scripts and not deviate in a manner that alters the authorized offer. ECOM SUPPORT CENTERS, INC., shall monitor and assure that the representations of its staff to prospective Clients, and all others, are accurate representations of the program furnished and approved by Santanna.

Jan 17 02 03:04p

910 455 1937

P.4

15. Client represents and warrants to ECOM SUPPORT CENTERS, INC., that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by ECOM SUPPORT CENTERS, INC., under this agreement. Client further represents and warrants to ECOM SUPPORT CENTERS, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.


16.

Notice to ECOM:
ECOM SUPPORT CENTERS, INC.
1650A Gum Branch Rd
Jacksonville, NC 28540

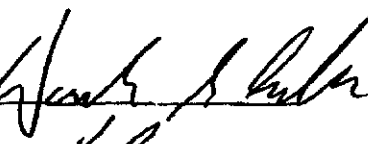
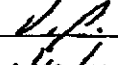
Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

17. It is expressly understood that ECOM SUPPORT CENTERS, INC., is an independent contractor and that no employment relationships exist between ECOM SUPPORT CENTERS, INC., and Client. Accordingly, Client and ECOM SUPPORT CENTERS, INC., shall have no liability whatever with respect to any employee of the other party.
18. ECOM SUPPORT CENTERS, INC. agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. ECOM SUPPORT CENTERS, INC., will format all data used in the project and transmit to Client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:
ECOM SUPPORT CENTERS, INC.

By: 
Title: Vice President
Date: 1/17/02

ACCEPTED AND AGREED TO:
SANTANNA ENERGY SERVICES

By: 
Title: 
Date: 1/17/02

SES ICC 408

Jan 17 02 03:05p

810 455 1937

p.5

EXHIBIT "A"Set up Charge, non-recurring
(Outbound)

Waived

Telephone Calling

Fee per account submitted. To be
determined after 30 calendar days from
Official LDC start of program.

Faxing of Customer information

No charge

List Purchase

To be provided BY Client

Training

Included

Transportation

At ECOM SUPPORT CENTERS, INC.

Clerical

Waived

Telephone Sales Representatives Training

Included

Scripting

To be provided by Client

*Definition of a submitted account: The ECOM SUPPORT CENTERS, INC., representative will secure an agreement by the customer to participate in the program with SES. ECOM will capture the customer's Nicor Gas account number/s and meter numbers, or the residential telephone number and last 4 digits of the social security number of the person that set up the gas account in the residence, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped for confirmation of said agreement. ECOM shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to ECOM to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, the account will not be eligible for payment.

CM - 1/14/02 2:44pm
Call back call him at 201 274-2100
CM 1/14/02 2:33pm
This amount is for the 1/14/02
outstanding Resi
and will be covered for the 1/14/02
1/14/02 9:15am
Done

TELEMARKETING AGREEMENT

between CONTACT CENTERS UNLIMITED (CCU) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 7 January 2002, between CONTACT CENTERS UNLIMITED ("Company"), 3500 Vicksburg Lane, STE 358, Minneapolis, MN 55447, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CONTACT CENTERS UNLIMITED agrees to perform telemarketing services on the following terms and conditions:

1. CONTACT CENTERS UNLIMITED shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CCU will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Nicor Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. CONTACT CENTERS UNLIMITED shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CONTACT CENTERS UNLIMITED to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. CONTACT CENTERS UNLIMITED Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

SES ICC 410

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CCU will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CCU will refund SES for taped confirmations that are not transcribable.
10. CONTACT CENTERS UNLIMITED shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CONTACT CENTERS UNLIMITED by Client for the services rendered. In no event shall CONTACT CENTERS UNLIMITED be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CONTACT CENTERS UNLIMITED.
11. This agreement will be binding upon CONTACT CENTERS UNLIMITED and Client only when signed by a duly authorized officer of CONTACT CENTERS UNLIMITED and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CONTACT CENTERS UNLIMITED with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CONTACT CENTERS UNLIMITED that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONTACT CENTERS UNLIMITED under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. CONTACT CENTERS UNLIMITED shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

FROM :

PHONE NO. :

Jan. 17 2002 01:10PM P2

15. Client represents and warrants to CONTACT CENTERS UNLIMITED that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONTACT CENTERS UNLIMITED under this agreement. Client further represents and warrants to CONTACT CENTERS UNLIMITED that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

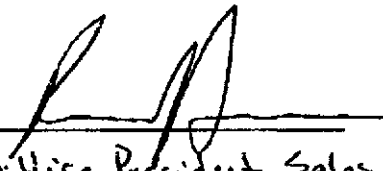
Notice to CCU:
CONTACT CENTERS UNLIMITED
3500 Vicksburg Lane, STE 358
Minneapolis, MN 55447

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

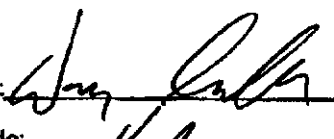
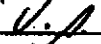
17. It is expressly understood that CONTACT CENTERS UNLIMITED is an independent contractor and that no employment relationships exist between CONTACT CENTERS UNLIMITED and Client. Accordingly, Client and CONTACT CENTERS UNLIMITED shall have no liability whatever with respect to any employee of the other party.

18. CONTACT CENTERS UNLIMITED agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CONTACT CENTERS UNLIMITED will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:
CONTACT CENTERS UNLIMITED

By: 
Title: Vice President Sales + Marketing
Date: 1-17-02
Ken Horst

ACCEPTED AND AGREED TO:
SANTANNA ENERGY SERVICES

By: 
Title: 
Date: 1/17/02

SES ICC 412

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$30.00 per account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CONTACT CENTERS UNLIMITED
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CONTACT CENTERS UNLIMITED representative will secure an agreement by the customer to participate in the program with SES. CCU will capture the customer's Nicor Gas account number/s and meter numbers, or the residential telephone number and last 4 digits of the social security number of the person that set up the gas account in the residence, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. CCU shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to CCU to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.

*Bart
for
CSE*

TELEMARKETING AGREEMENT

between CTC TELESERVICES and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8th day of April 2002, between CTC TELESERVICES ("Company"), 2021 Midwest Road, Suite 205, Oak Brook, IL 60523, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CTC TELESERVICES agrees to perform telemarketing services on the following terms and conditions:

1. CTC TELESERVICES shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CTC TELESERVICES will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Peoples and North Shore Gas service area to a commercial and industrial (C&I) and Residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2002, and will continue indefinitely.
5. CTC TELESERVICES shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 8 a.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CTC TELESERVICES to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing Bi-weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. CTC TELESERVICES Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

SES ICC 414

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CTC TELESERVICES will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CTC TELESERVICES will refund SES for taped confirmations that are not transcribable.
10. CTC TELESERVICES shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CTC TELESERVICES by Client for the services rendered. In no event shall CTC TELESERVICES be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CTC TELESERVICES.
11. This agreement will be binding upon CTC TELESERVICES and Client only when signed by a duly authorized officer of CTC TELESERVICES and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CTC TELESERVICES with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CTC TELESERVICES that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CTC TELESERVICES under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to Client approved scripts and not deviate in a manner that alters the authorized offer. CTC TELESERVICES shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Sentanna.

15. Client represents and warrants to CTC TELESERVICES that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CTC TELESERVICES under this agreement. Client further represents and warrants to CTC TELESERVICES that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to Company:
CTC TELESERVICES
2021 Midwest Road, Suite 205
Oak Brook, IL 60523

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

17. It is expressly understood that CTC TELESERVICES is an independent contractor and that no employment relationships exist between CTC TELESERVICES and Client. Accordingly, Client and CTC TELESERVICES shall have no liability whatever with respect to any employee of the other party.

18. CTC TELESERVICES agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through phone call activity. CTC TELESERVICES will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:
CTC TELESERVICES

By: 

Title: VP MARKETING & SALES

Date: 4.11.02

ACCEPTED AND AGREED TO:
SANTANNA ENERGY SERVICES

By: 

Title: VP

Date: 4/11/02

SES ICC 416

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$ 65.00 per C & I account submitted* \$ 25.00 per residential account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CTC TELESERVICES
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CTC TELESERVICES representative will secure an agreement by the customer to participate in the program with SES. CTC TELESERVICES will capture the customer's Peoples and North Shore Gas account numbers and meter numbers, contact name, address, phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. CTC TELESERVICES shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations who have multiple Peoples and North Shore Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be made for accounts for which SES has received notification from Peoples and North Shore Gas of the account acceptance into the Choices for You Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Peoples and North Shore Gas will be returned to CTC TELESERVICES to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, the account will not be eligible for payment and SES has no further liability to Company related to this account.

C&I AT

(JWE
MLC)

TELEMARKETING AGREEMENT

between CTC TELESERVICES and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8 February 2002, between CTC TELESERVICES ("Company"), 2021 Midwest Road, Suite 205, Oak Brook, IL 60523, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CTC TELESERVICES agrees to perform telemarketing services on the following terms and conditions:

1. CTC TELESERVICES shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CTC TELESERVICES will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Nicor Gas service area to a commercial and industrial (C&I) prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. CTC TELESERVICES shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 8 a.m. and 9 p.m. CST, Monday-Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CTC TELESERVICES to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. CTC TELESERVICES Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

SES ICC 418

- SES ICC 419

15. Client represents and warrants to CTC TELESERVICES that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CTC TELESERVICES under this agreement. Client further represents and warrants to CTC TELESERVICES that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to Company:
CTC TELESERVICES
2021 Midwest Road, Suite 205
Oak Brook, IL 60523

Notice to Client:
Santanna Energy Services
6907 Capital of Texas Highway, Ste. 332
Austin, TX 78731

17. It is expressly understood that CTC TELESERVICES is an independent contractor and that no employment relationships exist between CTC TELESERVICES and Client. Accordingly, Client and CTC TELESERVICES shall have no liability whatever with respect to any employee of the other party.
18. CTC TELESERVICES agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CTC TELESERVICES will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:

CTC TELESERVICES

By: [Signature]

Title: President

Date: 2/8/02

ACCEPTED AND AGREED TO:

SANTANNA ENERGY SERVICES

By: [Signature]

Title: VP

Date: 2/6/02

SES ICC 420

EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$65.00 per account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CTC TELESERVICES COST
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

*Definition of a submitted account: The CTC TELESERVICES representative will secure an agreement by the customer to participate in the program with SES. CTC TELESERVICES will capture the customer's Nicor Gas account number/s and meter numbers, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. CTC TELESERVICES shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations who have multiple Nicor Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to CTC TELESERVICES to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.

SES ICC 421

P.S

981956 030

GUY SCARPELLI

Feb 08 02 02:19p

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